

# Agenda Item Form

Agenda Date: Sept. 28, 2004

**Districts Affected:** Districts 1-8

**Dept. Head/Contact Information:** Tony Huerta Montoya, Director (541-4288)

## Type of Agenda Item:

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes              | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds                         | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer                     | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection            | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |  |  |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☐ Other Source: \_\_\_\_\_

## Legal:

☒ Legal Review Required      Attorney Assigned (please scroll down): Ruth Reyes    ☒ Approved    ☐ Denied

**Timeline Priority:**    ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary?

This is the third Interlocal Agreement of this nature. The agreement allows agencies to seek assistance from the El Paso E-911 District. The District funds the necessary mobile computer terminals, which work with the City of El Paso's 800 MHZ Radio System. This cooperative effort insures data radio Interoperability with area agencies. Efforts of this nature positively impact grant funding associated with homeland security.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

The City of El Paso charges the agency a monthly system access fee of \$20.00 per unit. This charge covers all infrastructure maintenance fees associated with the units. Ongoing maintenance charges for the mobile computer terminals are the responsibility of the agency.

## Statutory or Citizen Concerns:

None

## Departmental Concerns:

Public Safety Technology - IT Department wishes to maintain our growing relationship with area agencies by affording them the opportunity to reach a level of interoperability that would otherwise not be feasible.

04 SEP 28 PM 1:00

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT** the Mayor be authorized to sign an Interlocal Governmental Agreement by and between the **City of El Paso** and **The University of Texas at El Paso**, political subdivision of the State of Texas, to allow for sharing of the City's 800 MHz Trunking simulcast radio system which is designed for delivery of the entry level data radio application, text messenger, and which provides for a data link for Emergency Service Agencies and personnel to local, state, and national databases.

**ADOPTED this 28<sup>th</sup> day of September 28 2004.**

THE CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

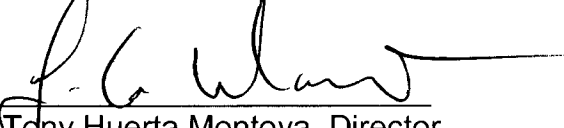
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
Ruth Reyes  
Assistant City Attorney

APPROVED AS TO CONTENT

  
Tony Huerta Montoya, Director  
Information Technology

STATE OF TEXAS )  
 )  
CITY OF EI PASO )

**Interlocal Governmental Agreement**

This Agreement is entered into by and between the City of El Paso, Texas, a political subdivision of the State of Texas, hereinafter called the "City" and the University of Texas at El Paso, political subdivision of the State of Texas, hereinafter called "The University" pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Local Government Code.

**WITNESSETH**

**WHEREAS**, the City operates an 800 MHz trunked simulcast radio system which is designed for delivery of the entry level data radio application, text messenger, and which provides a data link for Emergency Service Agencies and personnel to local, state and national databases which enhance the abilities of those agencies and the level of service provided to the community; and

**WHEREAS**, by permitting other area public safety/emergency service agencies to share the system which provides the text messenger application, the services provided to the community will be further enhanced; and

**WHEREAS**, the sharing of the system will provide a significant enhancement to the level of data interoperability between the agencies charged with providing emergency services to the citizens of the community; and

**WHEREAS**, a load and optimization study of the system showed that there is sufficient capacity on the system to permit the sharing sought by this Agreement without degradation of service and as long as only the entry level data radio application, text messenger, is provided and the number of additional units is pre-approved by the City; and

**WHEREAS**, the City and The University each agree to accept the responsibility to adhere to all pertinent federal, state and local laws or regulations; and

**WHEREAS**, the City and The University agree that it is in the best interest of the staff and students of the University and the citizens of the City of El Paso to enter into this Interlocal Governmental Agreement.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. ARTICLE I – PURPOSE: The purpose of this Agreement is to allow The University to operate Mobile Computer Terminals on the City system to improve and enhance service to the staff and students of the University of

Texas at El Paso and to establish a common data system between the City and The University based on the entry level data radio application text messenger.

2. ARTICLE II – TERM: The term of this Agreement shall commence on September 29, 2004, and shall end on October 31, 2006, provided further that this Agreement may be renewed by mutual agreement from year to year so long as the benefit sought by this agreement continues to be served to the benefit of the citizens of the University of Texas at El Paso and the City of El Paso. The parties may terminate this contract, in whole or in part at any time by thirty (30) day written notice to the other party. Maintenance increases will be based upon any annual Motorola increases for post warranty charges associated with the data portion of the 800 MHz radio system and mobile computer terminals and associated hardware.
3. ARTICLE III – CONSIDERATION: As consideration of this Agreement, The University of Texas at El Paso agrees to pay to the City a subscriber fee of \$20.00 per month for each Mobile Computer Terminal added to the system, payments shall be made from The University of Texas at El Paso's available current revenues. The University shall additionally pay to Motorola a maintenance fee of \$16.00 per month for each terminal on the system commencing the first month beyond the manufacturer's warranty of the radio equipment. Said maintenance fee shall provide for maintenance of the Motorola Turn-Key mobile computer terminal solution. The University shall be responsible for acquiring the radio equipment to be installed through The University's purchasing process and The University shall maintain ownership of said equipment.
4. ARTICLE IV – ALLOCATION OF FUNDS: The University agrees to pay to the City the monthly subscriber fees and to Motorola the maintenance fees as outlined in this Agreement at the beginning of each calendar year for which the fees will be incurred. In the event additional mobile computer terminals are added to the system throughout the year, the prorated payment for each terminal added shall be remitted at the beginning of the following year for each full month that payment had not been made in the previous year. The City shall be responsible for maintaining the infrastructure to include any scheduled maintenance and upgrades for the entry-level data radio application text messenger.
5. ARTICLE V – IMPLEMENTATION OF AGREEMENT: The University shall acquire necessary computer equipment to operate on the City radio/data system. The equipment shall be of the type and quality consistent with the system with all considerations to proprietary formats, which may require a sole source purchase of equipment to ensure compatibility and functionality. The City communications section shall install the equipment in The University's vehicles being operated by The University Police

Department without further consideration or payment. The cost of installation of equipment/software is included in the subscriber fee contained herein. The University shall operate the equipment consistent with its intended purpose and in compliance with applicable local, state and federal laws or regulations.

6. ARTICLE VI – OWNERSHIP OF EQUIPMENT: Throughout the term of this agreement and upon termination of the Agreement, ownership of equipment, hardware and other non-expendable items shall be retained by the entity that purchased the equipment of for which it was acquired.
7. ARTICLE VII – LEGAL RELATIONSHIP: Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agency between the City and The University. Each party is responsible for their own acts and deed and for those of their agents, employees, and contractors during the performance of any work or services to the extent provided by law.
8. ARTICLE VIII – AMENDMENTS: This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
9. ARTICLE IX – LEGAL CONSTRUCTIONS: In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. ARTICLE X – ENTIRE AGREEMENT: This Agreement supercedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**EXECUTED this 28<sup>th</sup> day of September 2004.**

THE CITY OF EL PASO

---


Joe Wardy  
Mayor

(Signatures continue on next page)

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ruth Reyes  
Assistant City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Tony Huerta Montoya, Director  
Information Technology

**THE UNIVERSITY OF TEXAS  
AT EL PASO**

\_\_\_\_\_  
Name: (printed)  
President

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO CONTENT:

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_